

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHEASTERN DIVISION

ECOQUEST INTERNATIONAL, INC.;)	
)	
Plaintiff;)	
)	
v.)	No. 2:05-CV-05
)	
JULIUS TOTH; SPENCE DAVIS;)	
ART FREDRICKSON; JOSEPH P.)	
FARRELL, JR.; and SPRINGCO)	
MANUFACTURING, LLC,)	
)	
Defendants.)	

JUDGMENT ORDER AS TO DEFENDANT JULIUS TOTH

This matter came before the Court upon the Motion for Default Judgment as to Defendant Julius Toth filed by Plaintiff EcoQuest International, Inc. No response or other opposition to the Motion has been filed. The Court hereby **GRANTS** Plaintiff's Motion for Default Judgment as to Defendant Julius Toth.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** as follows:

1. As elected by Plaintiff pursuant to 15 U.S.C. § 1117(d), the Court awards statutory damages to Plaintiff in the amount of \$100,000.00 for each of the following three infringing domain names: www.lightningair.com, www.lightingair.com, and www.lightningairplus.com. Therefore, Judgment is entered in favor of Plaintiff against Defendant Julius Toth in the total amount of \$300,000.00 for statutory damages pursuant to the Anticybersquatting Consumer Protection Act.

2. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from selling, marketing, advertising, supplying, or distributing in any manner, including on the internet or eBay and any other auction sites, directly or indirectly, any EcoQuest products or services or any products that bear any of EcoQuest's trademarks, including,

but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

3. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from aiding, assisting, helping, promoting, encouraging, supporting, or facilitating, either directly or indirectly, any individual, corporation, organization, or any other entity in selling, marketing, advertising, supplying, or distributing in any manner, including on the internet or eBay and any other auction sites, directly or indirectly, any EcoQuest products or services or any products that bear any of EcoQuest's trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

4. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from using, advertising, or displaying on any medium, including the internet, directly or indirectly, any EcoQuest trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

5. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from aiding, assisting, helping, promoting, encouraging, supporting, or facilitating, either directly or indirectly, any individual, corporation, organization, or any other entity in using, advertising, or displaying on any medium, including the internet, any EcoQuest trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

6. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from applying, directly or indirectly, or attempting to become an authorized dealer of EcoQuest products and services.

7. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from advertising or representing, directly or indirectly, that they are an authorized dealer of EcoQuest products and services, that they are affiliated with EcoQuest in any way, or that they represent EcoQuest in any manner.

8. Defendant, his heirs, assigns, successors, agents, employees, and representatives are hereby ordered to remove immediately any and all internet websites and pages, or entries or notations therein, in which Defendant has an ownership interest or has control over that offers for sale, markets, advertises, or references in any manner any EcoQuest products or services or any products that bear any of EcoQuest's trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade

names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

9. Pursuant to the Lanham Act and the Tennessee Consumer Protection Act, Plaintiff is hereby awarded its reasonable attorneys' fees and expenses in the total amount of \$3,335.17.

10. The injunctive provisions of this Order are immediately binding upon Defendant, his heirs, assigns, successors, agents, employees, and representatives without exception.

SO ORDERED:

s/J. RONNIE GREER
UNITED STATES DISTRICT JUDGE